

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant

CLS Strategies
1850 M Street NW, Suite 900
Washington, DC 20036

2. Registration No.

5774

3. Name of Foreign Principal

Government of Aruba

4. Principal Address of Foreign Principal

Ministry of Finance and Government Organization
L.G. Smith Boulevard 76
Oranjestad
Aruba, Caribbean Sea

5. Indicate whether your foreign principal is one of the following:

- ☒ Government of a foreign country¹
- ☐ Foreign political party
- ☐ Foreign or domestic organization: If either, check one of the following:
- | | |
|--------------------------------------|--|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Committee |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Voluntary group |
| <input type="checkbox"/> Association | <input type="checkbox"/> Other (specify) _____ |
- ☐ Individual-State nationality _____

6. If the foreign principal is a foreign government, state:**a) Branch or agency represented by the registrant**

Ministry of Finance and Government Organization

b) Name and title of official with whom registrant deals

Juan David Yrausquin, Minister of Finance

7. If the foreign principal is a foreign political party, state:**a) Principal address****b) Name and title of official with whom registrant deals****c) Principal aim**

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature	
July 28, 2014	Michael Robinson, Partner	/s/ Michael Robinson	eSigned

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement

Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant CLS Strategies 1850 M Street NW, Suite 900 Washington, DC 20036	2. Registration No. 5774
3. Name of Foreign Principal Government of Aruba	

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.
CLS will serve as an advisor to Aruba to manage the country's financial reputation via international communication efforts. The work will be performed through outreach to media and third party stakeholders with an interest in Aruba and dissemination of information in the media, speeches, interviews, and other related forms.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

The registrant shall advise the Government of Aruba in its international communication efforts to manage the financial reputation of Aruba, as a serious partner in business. This includes strategic advising and counsel, creating and producing communications materials, distributing materials to and interfacing with the media, and providing communication services as directed by the client.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Activities will include communications to the media and to the general public on behalf of foreign principal.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature	
July 28, 2014	Michael Robinson, Partner	/s/ Michael Robinson	eSigned

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.



July 17, 2014

The Honorable Juan David Yrausquin
Minister
Ministry of Finance and Government Organization
L.G. Smith Boulevard 76
Oranjestad
Aruba, Caribbean Sea

Dear Minister Yrausquin:

This letter is designed to serve as an agreement between us as we begin working together in advising the Government of Aruba in its international communications efforts to manage the financial reputation of Aruba, as a serious partner in business. We look forward to working with you on this project.

This letter sets forth the terms of our 'Agreement':

1. Effective July 14, 2014, the Government of Aruba (ARUBA) will retain the professional services of CLS Strategies, Inc. (CLS) as communications counselors. The Initial Term of this Agreement shall be automatically extended for successive one month periods (each a "Renewal Period") unless CLS or ARUBA gives written notice to the other at least thirty (30) days prior to the expiration of the Initial Term or a Renewal Period (as applicable), of such party's election not to extend the agreement.
2. During the period of this agreement, CLS will work closely with ARUBA to provide strategic advice and counsel, create and produce communications materials as needed, distribute materials to and interface with the media, and provided communication services as directed by the client.
3. In consideration for the above described services, ARUBA agrees to compensate CLS on an hourly basis at the hourly rates described below, against a minimum fee of \$25,000. The \$25,000 minimum fee will be disbursed to CLS upon completion of this agreement. The hourly rates are guaranteed through December 31, 2014. Fees shall be invoiced and are payable within 30 days.

Partners	\$595/hour
Senior VP	\$490/hour
Managing Director	\$380/hour
Managing Associate	\$315/hour
Senior Associate	\$230/hour
Associate	\$175/hour

4. CLS will treat all documents as confidential. In the process of providing to ARUBA the services encompassed by this contract, CLS may receive or may otherwise obtain confidential information, the disclosure of which beyond ARUBA, its authorized agents, and CLS, is not authorized. CLS will not disclose or use any confidential information, in any form, for any purpose except with ARUBA's prior authorization. Information that is or becomes available in the public domain through no fault of CLS or any of CLS's employees, or is not acquired by CLS or CLS's employees from ARUBA or from sources known by CLS or CLS's employees to be in breach of a confidentiality agreement with ARUBA, will not be deemed confidential information that is subject to the provisions of this paragraph. This provision will survive beyond the conclusion or termination of this contract.
5. CLS will be entitled to bill all reasonable out-of-pocket expenses each month. Fax service is provided for a fee of \$.75 per page and copy service is provided for a fee of \$.25 per page. Telephone service is provided at-cost, plus applicable taxes and administrative fees.
6. CLS will bill all collateral material, advertising production, and outsourced services at cost, plus a 17.65% management fee. CLS shall be entitled to receive a 50% deposit, in advance, for all approved collateral material and production expenses. For advertising placement, CLS will charge a commission based on the standard industry rate of 15%.
7. ARUBA will indemnify and hold harmless CLS, its partners, principals, agents and employees (hereinafter "Indemnified Parties") from and against any losses, damages, claims, liabilities and expenses (including, without limitation, as a result of third party demands, legal proceedings or law suits, or requests or subpoenas served on any Indemnified Party for information, reports, data, or releases), including reasonable attorneys fees and expenses, suffered by Indemnified Parties as a result of the services rendered by Indemnified Parties in the course of this engagement or as a result of Indemnified Party's reasonable use of, or reasonable reliance upon, any information or materials (whether or not in writing) furnished or approved by ARUBA or its specifically authorized representatives for use by any Indemnified Party, whether or not any Indemnified Party prepares or participates in the preparation of such materials, provided however, that this provision shall not apply to any losses suffered by Indemnified Parties that are determined in a final judgment by a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of the Indemnified Party seeking indemnification hereunder. This provision shall survive the termination of this agreement and shall continue to bind both parties.
8. ARUBA agrees it will not offer employment to, or employ, a CLS employee for its own or another's benefit, either directly or through affiliates, subsidiaries, agents, sub-contractors or other related parties, either while the employee is employed by CLS, or for a period of one year after the employee ceases to be employed by CLS. This obligation shall remain in effect during the life of this agreement and for one

year after the end of this agreement. CLS agrees to be bound by an identical obligation with regard to employees of ARUBA. In the event that this provision may be deemed to be counter to employment laws, and one party to this agreement directly or indirectly employs an employee of the other, the employing party agrees to pay the other, simultaneously with such employment, an amount equal to 1.5 times the employee's total annual compensation in respect of the prior calendar year.

9. All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have duly been given if delivered personally or mailed, first class mail, postage prepaid, return receipt requested, or by any other express delivery technique calling for receipted delivery, as follows:

If to CLS:

CLS Strategies, Inc.
Attn: Juan Cortinas
1850 M Street, NW Suite 900
Washington, DC 20036
(202) 289-5900
Fax: (202) 289-4141

If to ARUBA:

Government of Aruba
Attn: Juan David Yrausquin
Ministry of Finance and Government Organization
L.G. Smith Boulevard 76
Oranjestad
Aruba, Caribbean Sea
(297) 528-4936
Fax: (297) 583-8778

Changes to the billing or receiving addresses must be provided by notice in writing. All such notices, requests, demands and communications shall be deemed to have been received on the date of delivery or on the next business day if sent by a nationally recognized overnight courier service.

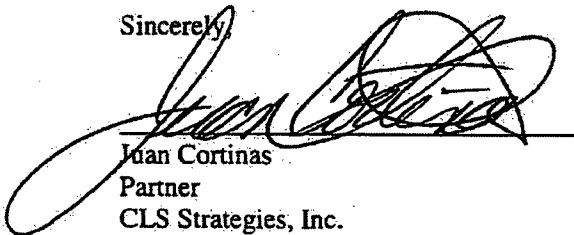
10. This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior agreements and understandings, oral and written, between the parties hereto with respect to the subject matter contained herein.
11. This Agreement shall be governed by, and construed in accordance with, the laws of the District of Columbia.

12. The terms and conditions of this contract may not be altered, changed or amended except by mutual written agreement of ARUBA and CLS or as otherwise expressly provided for in this agreement.
13. This agreement may be terminated without cause by either CLS or ARUBA upon receiving written notification at least 30 days prior to the intended date of termination, providing all fees and expenses have been paid in full through the 30 day termination period. Upon the termination of this Agreement, this Agreement shall cease to have any further effect (except as pertains to the provisions of this Agreement which specifically survive its termination).

Your signature and return to us of an original copy of this letter shall constitute acceptance of the terms defined herein.

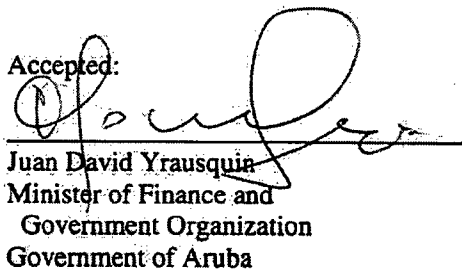
Once again, thank you for this opportunity and your confidence in CLS. We look forward to working with you.

Sincerely,


Juan Cortinas
Partner
CLS Strategies, Inc.

7/14/2014
July 14, 2014

Accepted:


Juan David Yrausquin
Minister of Finance and
Government Organization
Government of Aruba

7/17/2014
July 14, 2014